



General Terms and Conditions (T&Cs) of Hotel Tobbaccon GmbH & Co. KG
(hereinafter referred to as "Hotel")
for the renting of hotel rooms

1 Scope, conclusion of contract

- 1.1 These T&Cs apply exclusively to the renting of hotel rooms by the Hotel. These T&Cs also apply to subsequent individual contracts, unless agreed otherwise. The Hotel guest's T&Cs only apply if the Hotel has expressly agreed to them in writing.
- 1.2 A contract comes about at the request of the Hotel guest and through the Hotel's booking confirmation, which is at least made in text form. Any errors in the contract data contained in the booking confirmation shall be reported by the Hotel guest vis-à-vis the Hotel within 14 days, but at least 3 (three) days before the contract period; a new or corrected booking confirmation will be issued in such cases.
- 1.3 The contract is concluded in writing for group reservations. Insofar as the following provisions refer to the booking confirmation, these provisions correspondingly apply to written contracts for group reservations.

2 Subject matter of the contract

- 2.1 The subject matter of this agreement is the renting to the Hotel guest of the rooms described in the booking confirmation. These rooms are situated on the premises of the Hotel "Tobbaccon" in Bensheim.
- 2.2 The standard facilities, the additionally leased facilities, as well as the agreed catering services, are to be taken from the booking confirmation.
- 2.3 Unless otherwise agreed in writing, the Hotel guest has no claim to a particular room.

3 Contract period

The contract period begins with 'Check In' on the first day and ends with 'Check Out' on the last day of the agreed period for renting the room. The first and last days are to be taken from the booking confirmation. It is not possible to extend this time period without the agreement of the Hotel.

4 Payment, deposit

- 4.1 The total payment is to be taken from the booking confirmation. The Hotel guest shall also pay for Hotel services, and the services of third parties for which the Hotel has made advance payments, if these services were not part of the original contract.
- 4.2 Payment shall become due once the invoice is issued. Payment must be received a maximum of 14 days after the due date.
- 4.3 All prices are in addition to the respective statutory VAT and the local taxes payable by the Hotel.
- 4.4 Should the statutory VAT change or new local taxes be introduced, changed or abolished, the gross prices will be adjusted accordingly. For contracts with consumers this only applies if the contract is concluded more than 5 (five) months before the contract period.
- 4.5 The Hotel can require payment of a deposit of 50% of the total agreed price from the Hotel guest. The legal provisions remain unaffected for advance payments or security deposits for package holidays. The Hotel may satisfy any claims it has against the Hotel guest from the deposit, whether they arise during the contract, or after it concludes but in connection therewith.
- 4.6 The Hotel is entitled to withdraw from the contract if the deposit is not paid within the set time frame.

5 The Hotel's liability

5.1 The Hotel shall be liable in the event of gross negligence or intent, as well as for injury to life, limb and health. Its liability is limited to the sum covered by its business liability insurance, insofar as such a restriction is permissible. In addition, the Hotel bears liability for violations of cardinal obligations (those contractual obligations which enable the proper implementation of the contract in the first place and on whose fulfilment the Hotel guest therefore relies and may rely), in cases of slight negligence, and within the scope of damage that is foreseeable at the time when the contract is concluded and is typical of such a contract; the liability ceiling under sentence 2 applies to atypical damage.

5.2 If the Hotel guest wishes to bring money, bonds or valuables with a total value of more than EUR 500 or other items with a total value of more than EUR 2,500, he must come to a special storage agreement with the Hotel therefor.

5.3 Items left behind by the Hotel guest are sent on by the Hotel only at the request, expense and risk of the Hotel guest. The Hotel guarantees a maximum storage period of 3 (three) months in such cases; these items will be given to a lost property office, utilised or destroyed after such time.

5.4 Where the Hotel provides the Hotel guest with a car parking space, whether or not a fee is charged therefor, it does not undertake to ensure the safekeeping of the vehicle. The Hotel guest shall notify the Hotel of any damage without delay (in case of visible damage ascertained before departure).

6 Conditions of use, cancellation by the Hotel

6.1 The rooms rented are non-smoking rooms. Use other than as accommodation is not permitted without the consent of the Hotel.

6.2 Areas of the Hotel outside the room may not be used for advertising or sales purposes without the Hotel's agreement.

6.3 The Hotel can withdraw from the contract if the contract is made on the basis of false or misleading information or the withholding of contractually essential facts regarding the Hotel guest or the purpose of the stay. Furthermore, it can withdraw from the contract if it discovers that the purpose of the stay is unlawful or if the Hotel guest violates Clause 6.1 or 6.2.

6.4 The Hotel can withdraw from the contract if it has justified reason to assume that the use of the Hotel's service can endanger the smooth operation of business, the security or the reputation of the Hotel among the general public and this is beyond Hotel's control or organisational responsibility.

7 Binding nature of booking upon conclusion of the contract

7.1 Bookings are binding on both parties upon conclusion of the contract. Until such time, the Hotel herewith reserves the right to otherwise assign the room(s). Offers that have been sent shall be binding on the Hotel for 2 (two) weeks after sending unless the contract period begins within this period.

7.2 Should the Hotel guest withdraw from the contract before the contract period, he shall provide the Hotel with the following compensation:

40% of the total payment for a withdrawal 29 to 14 days before the contract period,
60% of the total payment for withdrawal 13 to 1 days before the contract period.

7.3 It is not possible to withdraw on the first day of the contract period if there is no legal right of withdrawal. In this case, the Hotel is entitled to the agreed payment if the Hotel guest does not make use of the service. The Hotel shall however deduct from the payment the expenditure saved as well as the income from renting to another party. If the room is not otherwise assigned, the savings amount to a lump sum of 20%. For catering services the savings come to a lump sum of 10%. The Hotel guest reserves the right to prove that the Hotel's claim did not arise, or did not arise in that amount, in all cases under Clauses 7.2 und 7.3.

8 Provision and return of room (Check In und Check Out)

8.1 The Hotel shall make the room(s) available at 3 p.m. on the first day of the contract period. Insofar as a later arrival time was not agreed, or the Hotel guest has not paid a deposit, the Hotel can otherwise assign the room at 6 p.m. without having to provide a replacement to the Hotel guest.

8.2 The Hotel guest must leave the room(s) cleared and vacant by 11 a.m. on the last day of the contract period. Otherwise the Hotel can charge 50% of the room price if it is vacated by 2 p.m. at the latest, and 90% thereafter. The Hotel guest retains the right to prove that the Hotel's claim did not arise or did not arise to such an extent.

9 Final provisions

9.1 Should part of these T&Cs be void or become voidable, the validity of the T&Cs or the contract in other respects remains unaffected thereby. In this case, the invalid provision is replaced by a legally permissible provision that most closely reflects what the contracting parties would have agreed had they recognised the invalidity of the original provision. This applies mutatis mutandis in the event of an omission in these T&Cs.

9.4 The place of jurisdiction shall be Bensheim, insofar as it is possible to agree jurisdiction by contract.

9.5 This contract shall be subject to German law.

As of: January 2015